

FILED

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RICHARD W. WIEKING
CLERK
U.S. DISTRICT COURT
NO. DIST. OF CA. S.J.

Don

1 GEORGE G. WEICKHARDT (SBN 58586)
2 PAMELA J. ZANGER (SBN 168356)
3 **ROPERS, MAJESKI, KOHN & BENTLEY PC**
4 201 Spear Street, Suite 1000
5 San Francisco, CA 94105
6 Telephone: (415) 543-4800
7 Facsimile: (415) 972-6301
8 Email: gweickhardt@ropers.com

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Fee Pa
NP

Attorneys for Defendant CHASE BANK USA, N.A.,
formerly known as CHASE MANHATTAN BANK USA,
N.A. and erroneously sued herein as CHASE BANK

ROBERS MAJESKI KOHN & Bentley
A Professional Corporation
San Francisco

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN JOSE DIVISION

12 MOHAMED ABOUELHASSAN,

13 Plaintiff,

14 v.

15 CHASE BANK, EXPERIAN, EQUIFAX
16 CREDIT INFORMATION SERVICES,
INC., TRANSUNION, DOE 1, aka "B-Line,"

17 inclusive,

18 Defendants.

C 07 03951 PWD/M

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**NOTICE OF REMOVAL OF CIVIL
ACTION FROM STATE COURT TO
UNITED STATES DISTRICT COURT,
NORTHERN DISTRICT OF
CALIFORNIA**

**TO THE JUDGES OF THE UNITED STATES DISTRICT COURT, NORTHERN
DISTRICT OF CALIFORNIA, AND TO ALL PARTIES AND THEIR ATTORNEYS
HEREIN:**

PLEASE TAKE NOTICE that, pursuant to 28 U.S.C. §1441(a), defendant Chase Bank USA, N.A., a national banking association sued herein erroneously as "Chase Bank" ("Chase"), hereby removes the above-entitled action from the Superior Court of the State of California in and for the County of Santa Clara to the United States District Court for the Northern District of California, based on the following facts:

Roberts Majeski Kohn & Bentley
 A Professional Corporation
 San Francisco

1 1. On or about June 27, 2007, an action was filed in the Superior Court of the State of
 2 California for the County of Santa Clara, entitled *Mohamed Abouelhassan, plaintiff, v. Chase*
 3 *Bank, etc., et al., defendants*, action number 107CV088860 ("the Action"). A true and correct
 4 copy of the Summons and Complaint in the Action are attached hereto as Exhibit A. Plaintiff
 5 Mohamed Abouelhassan alleges that he is a resident of the County of Santa Clara. He further
 6 alleges certain claims regarding a credit card account issued to him by one of the defendants,
 7 presumably Chase. He further alleges that Chase as well as defendants Experian, Equifax and
 8 Transunion have published inaccurate credit reports relating to the account. As a result, plaintiff
 9 alleges in paragraph 13 that he lost access to employment as an Arabic language interpreter in
 10 Iraq with a salary of \$176,000 per year.

11 2. Plaintiff further alleges in paragraph 17 of the complaint that Chase's credit
 12 reporting of the account violated 11 USC section 727. While Chase denies that it violated this
 13 statute, or that this statute creates a private cause of action against Chase, plaintiff has nonetheless
 14 asserted a claim arising under the laws of the United States and this case is accordingly one under
 15 which the United States District Court has original jurisdiction under 28 U.S.C. § 1331, in that it
 16 is an action arising under the laws of the United States.

17 3. Chase was served with a copy of the complaint no later than effective July 7, 2007,
 18 and 30 days from that date has not yet elapsed. The Action may be removed under in that the
 19 District Courts of the United States have original jurisdiction and the Action is being removed by
 20 a defendant to the U.S. District Court for the district embracing the place where such action is
 21 pending.

22 4. This Notice of Removal is being filed within 30 days after the receipt by any
 23 defendant, through service or otherwise, of a copy of the initial pleading setting forth the claim
 24 for relief upon which such action or proceeding is based.

25 5. Attached hereto as Exhibit B are Consents To Removal by defendants Equifax
 26 Credit Information Services, Inc., Experian and Transunion. B-Line LLC, according to its
 27 general counsel, has not been served with the summons and complaint in this action, and,
 28 therefore, its consent to removal is not required.

1 6. For the reasons stated above, defendant Chase Bank USA, N.A., hereby removes
2 the above-entitled action.

3 Dated: July 31, 2007

4 ROPERS, MAJESKI, KOHN & BENTLEY

5 By:

6 
7 GEORGE G. WEICKHARDT
8 PAMELA J. ZANGER
9 Attorneys for Defendant
10 CHASE BANK USA, N.A.

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Ropers Majeski Kohn & Bentley
A Professional Corporation
San Francisco

Exhibit A

Jul 11 2007 13:26 P.02

LPS - 2 -02- LPS - enry**SUM-100**
**SUMMONS
(CITACION JUDICIAL)**
**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

Equifax Credit Information Services, Inc, Chase Bank

Experian, Transunion
Doe I, aka "Bline", inclusive
**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

MOHAMED ABOUELHASSAN, Pro SE

ENDORSED FILED

07 JUL 28 PM 2:24

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)TORE
OFFICER/CLERK
SUPERIOR COURT OF CA.
COUNTY OF SANTA CLARA
RESEY
RECEIVED
SANTA CLARA PROSECUTOR'S OFFICE
07 JUL 19 PM 2:24

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por Incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:
(El nombre y dirección de la corte es):

Superior Court of The State of California for the County of Santa Clara
191 N. FIRST ST, SAN JOSE, CA 95113CASE NUMBER:
(Número del Caso):

107CV088860

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
MOHAMED HOSSNI ABOUELHASSAN, PRO SE

805 BORDEN RAE CT, SAN JOSE, CA 95117. PH: 510-501-1800

DATE: 6/28/2007 Clerk by Kiril Torre Deputy (Adjunto)
(Fecha) Chief Executive Officer/Secretary S. GANGACCO

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served .

- as an individual defendant.
- as the person sued under the fictitious name of (specify):

- on behalf of (specify): Equifax Credit Information Services, Inc

under:

<input checked="" type="checkbox"/>	CCP 416.10 (corporation)	<input type="checkbox"/>	CCP 416.60 (minor)
<input type="checkbox"/>	CCP 416.20 (defunct corporation)	<input type="checkbox"/>	CCP 416.70 (conservatee)
<input type="checkbox"/>	CCP 416.40 (association or partnership)	<input type="checkbox"/>	CCP 416.90 (authorized person)
<input type="checkbox"/>	other (specify):		

- by personal delivery on (date):

CIVIL LAWSUIT NOTICE

Superior Court of California, County of Santa Clara
191 N. First St., San Jose, CA 95113

ATTACHMENT A
107 CV 088860
CASE NUMBER:

READ THIS ENTIRE FORM

PLAINTIFFS (the person(s) suing): Within 60 days after filing the lawsuit, you must serve each defendant with the *Complaint, Summons, an Alternative Dispute Resolution (ADR) Information Sheet*, and a copy of this Civil Lawsuit Notice, and you must file written proof of such service.

DEFENDANTS (the person(s) being sued): You must do each of the following to protect your rights:

1. You must file a written response to the Complaint, in the clerk's office of the Court, within 30 days of the date the *Summons* and *Complaint* were served on you;
2. You must send a copy of your written response to the plaintiff; and
3. You must attend the first Case Management Conference.

Warning: If you do not do these three things, you may automatically lose this case.

RULES AND FORMS: You must follow the California Rules of Court (CRC) and the Santa Clara County Superior Court Local Civil Rules and use proper forms. You can get legal information, view the rules and get forms, free of charge, from the Self-Service Center at 99 Notre Dame Avenue, San Jose (408-882-2900 x-2926), or from:

- State Rules and Judicial Council Forms: www.courtinfo.ca.gov/forms and www.courtinfo.ca.gov/rules
- Local Rules and Forms: www.sccsuperiorcourt.org/civil/rule1toc.htm
- Rose Printing, 49 N. First St., San Jose (408-293-8177)

For other local information, visit the Court's Self-Service website www.sccselfservice.org and select "Civil."

CASE MANAGEMENT CONFERENCE (CMC): You must meet with the other parties and discuss the case, in person or by telephone, at least 30 calendar days before the CMC. You must also fill out, file and serve a Case Management Statement (Judicial Council form CM-110) at least 15 calendar days before the CMC. You or your attorney must appear at the CMC. You may ask to appear by telephone — see Local Civil Rule 8.

Your Case Management Judge is: Joseph Huber DEPT: 8

The first CMC is scheduled as follows: (Completed by Clerk of Court)
Date: NOV 6 2007 Time: 1:30 PM Dept: 8

The next CMC is scheduled as follows: (Completed by party if the first CMC was continued or has passed)
Date: Time: Dept:

ALTERNATIVE DISPUTE RESOLUTION (ADR): If all parties have appeared and filed a completed ADR Stipulation Form (local form CV-5008) at least 15 days before the CMC, the Court will cancel the CMC and mail notice of an ADR Status Conference. Visit the Court's website at www.sccsuperiorcourt.org/civil/ADR/ or call the ADR Administrator (408-882-2100 x-2156) for a list of ADR providers and their qualifications, services, and fees.

WARNING: Sanctions may be imposed if you do not follow the California Rules of Court or the Local Rules of Court.

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA
ALTERNATIVE DISPUTE RESOLUTION
INFORMATION SHEET / CIVIL DIVISION**

Many cases can be resolved to the satisfaction of all parties without the necessity of traditional litigation, which can be expensive, time consuming, and stressful. The Court finds that it is in the best interests of the parties that they participate in alternatives to traditional litigation, including arbitration, mediation, neutral evaluation, special masters and referees, and settlement conferences. Therefore, all matters shall be referred to an appropriate form of Alternative Dispute Resolution (ADR) before they are set for trial, unless there is good cause to dispense with the ADR requirement.

What is ADR?

ADR is the general term for a wide variety of dispute resolution processes that are alternatives to litigation. Types of ADR processes include mediation, arbitration, neutral evaluation, special masters and referees, and settlement conferences, among others forms.

What are the advantages of choosing ADR instead of litigation?

ADR can have a number of advantages over litigation:

- < ADR can save time. A dispute can be resolved in a matter of months, or even weeks, while litigation can take years.
- < ADR can save money. Attorney's fees, court costs, and expert fees can be reduced or avoided altogether.
- < ADR provides more participation. Parties have more opportunities with ADR to express their interests and concerns, instead of focusing exclusively on legal rights.
- < ADR provides more control and flexibility. Parties can choose the ADR process that is most likely to bring a satisfactory resolution to their dispute.
- < ADR can reduce stress. ADR encourages cooperation and communication, while discouraging the adversarial atmosphere of litigation. Surveys of parties who have participated in an ADR process have found much greater satisfaction than with parties who have gone through litigation.

What are the main forms of ADR offered by the Court?

- < Mediation is an informal, confidential process in which a neutral party (the mediator) assists the parties in understanding their own interests, the interests of the other parties, and the practical and legal realities they all face. The mediator then helps the parties to explore options and arrive at a mutually acceptable resolution of the dispute. The mediator does not decide the dispute. The parties do.
- < Mediation may be appropriate when:
 - < The parties want a non-adversary procedure
 - < The parties have a continuing business or personal relationship
 - < Communication problems are interfering with a resolution
 - < There is an emotional element involved
 - < The parties are interested in an injunction, consent decree, or other form of equitable relief

-over-

Arbitration is a normally informal process in which the neutral (the arbitrator) decides the dispute after hearing the evidence and arguments of the parties. The parties can agree to binding or non-binding arbitration. Binding arbitration is designed to give the parties a resolution of their dispute when they cannot agree by themselves or with a mediator. If the arbitration is non-binding, any party can reject the arbitrator's decision and request a trial.

Arbitration may be appropriate when:

- < The action is for personal injury, property damage, or breach of contract.
- < Only monetary damages are sought
- < Witness testimony, under oath, is desired
- < An advisory opinion is sought from an experienced litigator (if a non-binding arbitration)

Neutral evaluation is an informal process in which a neutral party (the evaluator) reviews the case with counsel and gives a non-binding assessment of the strengths and weaknesses on each side and the likely outcome. The neutral can help parties to identify issues, prepare stipulations, and draft discovery plans. The parties may use the neutral's evaluation to discuss settlement.

Neutral evaluation may be appropriate when:

- < The parties are far apart in their view of the law or value of the case
- < The case involves a technical issue in which the evaluator has expertise
- < Case planning assistance would be helpful and would save legal fees and costs
- < The parties are interested in an injunction, consent decree, or other form of equitable relief

Special masters and referees are neutral parties who may be appointed by the court to obtain information or to make specific fact findings that may lead to a resolution of a dispute.

Special masters and referees can be particularly effective in complex cases with a number of parties, like construction disputes.

Settlement conferences are informal processes in which the neutral (a judge or an experienced attorney) meets with the parties or their attorneys, hears the facts of the dispute, and normally suggests a resolution that the parties may accept or use as a basis for further negotiations.

Settlement conferences can be effective when the authority or expertise of the judge or experienced attorney may help the parties reach a resolution.

What kind of disputes can be resolved by ADR?

Although some disputes must go to court, almost any dispute can be resolved through ADR. This includes disputes involving business matters; civil rights; corporations; construction; consumer protection; contracts; copyrights; defamation; disabilities; discrimination; employment; environmental problems; harassment; health care; housing; insurance; intellectual property; labor; landlord/tenant; media; medical malpractice and other professional negligence; neighborhood problems; partnerships; patents; personal injury; probate; product liability; property damage; real estate; securities; and sports, among other matters.

Where can you get assistance with selecting an appropriate form of ADR and a neutral for your case, for information about ADR procedures, or for other questions about ADR?

Contact:

Santa Clara County Superior Court
ADR Administrator
408-882-2530

Santa Clara County DRPA Coordinator
408-792-2704

1 Plaintiff MOHAMED ABOUELHASSAN,
2 PRO SE

3 Address: 805 BORDEN RAE CT,
4 SAN JOSE, CA 95117

5 Phone: 510-501-1800
6 FAX: 408-615-1818

7 Email: alslanguage@gmail.com

8 ENDORSED FILED

9 07 JUN 27 PM 2:51

10 CLERK
11 STATE OF CALIFORNIA
12 SANTA CLARA COUNTY
13 S. GANGADARAYY

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 FOR THE COUNTY OF SANTA CLARA

16 MOHAMED ABOUELHASSAN
17 PRO SE

18 Plaintiff,

19 Case No.

20 107 CV 088860

21 CHASE BANK, EXPERIAN, EQUIFAX
22 CREDIT INFORMATION SERVICES, Inc.
23 TRANSUNION, DOE 1, aka "B-Line",
24 inclusive,

25 Defendants.

26 COMPLAINT FOR LIBEL DEFAMATION
27 OF CHARACTER AND PROFESSIONAL

28 NEGLIGENCE

29 Plaintiff MOHAMED ABOUELHASSAN alleges as follow:

30 1. Plaintiff MOHAMED ABOUELHASSAN is a United States citizen, resident of
31 San Jose, CA, in Santa Clara County, CA.

32 2. Plaintiff is informed and believes, and thereon alleges, that one or more of the
33 Defendants are, and were at all times relevant herein, either residents of the State of

34 COMPLAINT FOR LIBEL DEFAMATION OF CHARACTER AND PROFESSIONAL

35 NEGLIGENCE

1 California, doing business in the State of California, or otherwise engaging in activity creating
2 sufficient contact with the State of California to give rise to personal jurisdiction.

3. Plaintiff is ignorant of the true name and capacities of the Defendant, who are
4 sued herein as DOE 1, aka "B-Line", and therefore sues this Defendant under such fictitious
5 name. Plaintiff will amend this Complaint to allege said DOE, aka "B-Line", Defendant's true
6 name and capacities when ascertained. Plaintiff is informed and believes and thereon alleges,
7 that the fictitiously named Defendant is responsible in some manner for the occurrences
8 alleged herein, and that Plaintiff's damages as herein alleged were caused by such Defendant.
9 This fictitiously named Defendant shall be collectively referred to with the other Defendants as
10 "Defendants."

11. Plaintiff is informed and believes, and thereon alleges, that at all times
12 mentioned herein, each of the Defendants was the agent of each of the remaining Defendants,
13 and in doing the things hereinafter alleged, was acting within the course and scope of such
14 agency and with the permission and consent of the other Defendants.

15. Plaintiff is informed and believes, and thereon alleges, that venue is proper in
16 this County because at least one or more Defendants resides in and/or engaged in the conduct
17 alleged within the State of California, and the Plaintiff's primary residence is located within
18 the County of Santa Clara, CA.

19. **GENERAL ALLEGATIONS**

20. Plaintiff Mohamed Hossni Abouelhassan is a citizen of The United States of
21 America, with Egyptian origin, he speaks fluently Arabic, his mother tongue, and English,
22 which he studied since 1987 in both Egypt and the United States. He is knowledgeable and
23 competent in both cultures and languages, he possess skills that are required in post

24. **COMPLAINT FOR LIBEL DEFAMATION OF CHARACTER AND PROFESSIONAL**

25. **NEGLIGENCE**

September 11th 2001 America. His educational and professional background well qualify him for high positions in serving the Government and People of the United States in its war against terrorism, such positions require granting security clearance, and determination of person's financial responsibility. Impairment of such reputation and financial responsibility directly diminishes and impairs Plaintiff's ability to conduct his business and his professional character as a candidate for such sensitive positions as a translator and interpreter.

7. Plaintiff is informed and believes, and thereon alleges, that Defendants made statements about the Plaintiff and his financial responsibility and worthiness by posting or causing to be posted false statements available on the World Wide Web and/or in consumer credit report. The statements posted by Defendants about Plaintiff contain false, misleading and damaging information about Plaintiff. Plaintiff is further informed and believes that Defendants posted the statements for the purpose of assuring that the information would reach large audience, including interested parties, financial institutions, insurance institutions, employers and potential employers interested in Plaintiff.

8. Plaintiff is informed and believes, and thereon alleges, that Defendants' false and misleading statements about Plaintiff in fact did reach a large audience, including interested parties, financial institutions, insurance institutions, employers and potential employers, and others, and affected the decisions such entities made concerning Plaintiff.

FIRST CAUSE OF ACTION

(Libel Defamation and Professional Negligence- Against all Defendants)

9. Plaintiff realleges and incorporates Paragraphs 1 through 8 as though fully set forth herein.

COMPLAINT FOR LIBEL DEFAMATION OF CHARACTER AND PROFESSIONAL

NEGLIGENCE

10. On or about December 2004 Plaintiff filed for Chapter 7 Bankruptcy in the
1 United States Bankruptcy Court, Northern Alabama District, Eastern Division. Plaintiff
2 included the Chase credit card account number 5435-0515-0160-4307, and received a
3 discharge dating 11/05/2004.
4

5. 11. On or about December 2004 Defendants published, and/or made available on the
6 World Wide Web, in consumer credit reports, to the public and to large audience, including
7 interested parties, financial institutions, insurance institutions, employers and potential
8 employers interested in Plaintiff, statements stating and implying that Plaintiff has late
9 payments for the discharged credit card account for 24 consecutive months (Exhibit 1).
10 Defendants willfully and without justification nor privilege, communicated to others false and
11 misleading statements to the effect that Plaintiff has late payments for 24 consecutive months,
12 an action which impacted Plaintiff's ability to obtain fair credit, fair interest rates, and fair
13 employment opportunities.
14

15. 12. This publication was made of and concerning Plaintiff and was so understood by
16 those who read the publication and the consumer credit reports about Plaintiff.
17

18. 13. Defendants made this publication without determining its validity, an act of
19 professional negligence that severely lowered Plaintiff's credit score and worthiness, and
20 affected decision making concerning Plaintiff's credit worthiness, which in result limited
21 and/or eliminated his access to fair credit, access to higher employment including but not
22 limited to, an Arabic Language Interpreter position with the salary of \$176,000.00 a year,
23 serving the United States Armed Forces in Iraq.
24

25. 14. This false publication is libelous on its face. On its face, it harms Plaintiff's
26 reputation, and impugns Plaintiff's integrity. Plaintiff also contends that the publication
27

COMPLAINT FOR LIBEL DEFAMATION OF CHARACTER AND PROFESSIONAL

NEGLIGENCE

1 affects present and may affect potential credit providers and potential employers, other official
2 or non official interest in Plaintiff's qualifications and general integrity.

3 15. Plaintiff is informed and believes and therefore alleges that Defendants owe
4 Plaintiff the highest fiduciary duty, including the duties of honesty, good faith and
5 professionalism.

6 16. As set forth in detail above, Plaintiff is informed and believes and therefore
7 alleges that Defendants breached their fiduciary duty owed to him by publishing false and
8 misleading statements disparaging Plaintiff's credit score and worthiness, and affected
9 decision making concerning Plaintiff's credit worthiness and general integrity.

10 17. On or about December 2004, Defendant Chase Bank reported 24 late payments;
11 from December 2004 to November 2006, for credit card account that was discharged in
12 Bankruptcy. An action which violates section 727 of title 11, United States Code "the
13 Bankruptcy Code", such an action represents a contempt of Court, and a libel action against
14 Plaintiff. When Plaintiff contacted Chase Bank about the incident, he was informed that his
15 account was sold to Defendant "B-Line", Chase Bank representatives in bad faith and against
16 Plaintiff's rights refused to provide any information nor contact information about Defendant
17 "B-Line".

18 18. Defendants Experian, Equifax, and TransUnion published the statements
19 reported by Chase Bank without validating it and despite its mismatching the Bankruptcy
20 discharge showing in Plaintiff's credit report, and the status of debt "Bankruptcy" during the
21 publication and the reporting of the negative statements.

22 19. On or about July 2006, Plaintiff Mohamed Abouelhassan purchased a used 2003
23 Ford car that it is financed to him by Chase Bank; account number 00528390194413, with
24

25 **COMPLAINT FOR LIBEL DEFAMATION OF CHARACTER AND PROFESSIONAL**

26 **NEGLIGENCE**

1 interest rate of 25.74%, Plaintiff then accepted this high interest rate under the impression
2 that it is due to his Bankruptcy, while in fact it was due to Chase Bank false and misleading
3 reports of late payments of the above mentioned credit card account to the 3 credit agencies,
4 such degrading and defamatory information that reduced Plaintiff's credit score, and put him
5 in mental and psychological anguish which forced him to accept such a high interest rate due
6 to his need for a car. At that time Plaintiff was renting a car for almost \$1000.00 a month for 6
7 months. Plaintiff never missed a payment on this loan nor on the credit card account before it
8 was discharged in Bankruptcy. Plaintiff does respect his financial obligations, and make his
9 payments on time.

10 20. Defendants' above statements were in fact false and misleading.

11 21. This false publication was seen and read by persons nationwide.

12 22. As a proximate result of the above described publication, Plaintiff has suffered
13 damages in an amount in excess of the jurisdictional minimum of this Court, and to be proved
14 at trial.

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19 **REQUEST FOR RELIEF**

20 WHEREFORE, Plaintiff respectfully prays for judgment as follows:

- 21 1. An award of consequential, general, special and compensatory damages,
22 according to proof at trial;
- 23 2. An award of punitive damages, according to proof at trial;
- 24 3. Costs and expenses including attorneys fees reasonably incurred in connection
25 with commencement and prosecution of this action pursuant to Code of Civil Procedure
26 section 1021.5;

27
28 **COMPLAINT FOR LIBEL DEFAMATION OF CHARACTER AND PROFESSIONAL**

NEGLIGENCE

4. For Defendant Chase Bank to rescind the 2003 Ford car and its auto loan. And Defendant Chase Bank to refund Plaintiff his down payment and his monthly payments since August 18th, 2006 till the present.

5. For Defendants to remove false statements (24 late payments) from Plaintiff's credit report, report it to all credit bureaus and associated agencies, and to reassess Plaintiff's credit score.

6. Costs of suit; and

7. Grant any and all further relief this Court deems just and proper.

Dated: JUNE 18, 2007

Respectfully submitted,

MOHAMED HOSSNI ABOUELHASSAN
PRO SE
805 BORDEN RAE CT,
SAN JOSE, CA 95117
Telephone (510) 501-1800
Fax: 408-615-1818
Email: egyptusa76@msn.com
alslanguage@gmail.com

COMPLAINT FOR LIBEL DEFAMATION OF CHARACTER AND PROFESSIONAL

NEGLIGENCE

List of Exhibits

1- Plaintiff's consumer credit report showing the 24 months late payment reported after discharge in bankruptcy.

ul 11 20 13:29 P. 14

13:29

P. 14

Page:3/7



To Cover California & Hawaii, Suite 200
San Ramon, CA 94583
Tel: 925.831.3320 Toll Free: 800.854.2260
Fax: 800.309.9203

CREDIT REPORT

Request No. 566821

Provided For: UNITED PARTNERS GROUP
2000 CROW CANYON PLACE, SUITE 130
SAN RAMON, CA 94580
ACCE #: 1816

Date Received 3/19/2007	Date Issued 3/19/2007	Requested By JAMES CONSOZ
Loan Type	TNMA # PT00986821	Changos
Sources XP/TD/PT	Reference #	

Protocol Analysis

OTHER CREDITS HIT PARADE

*** NO RECORD FOUND

FCOA KEY: B-BORROWER; C-CO BORROWER; S-SHARER; J-JOINT; U-UNDESIGNATED; A-AUTHORITY/IS USER

Exhibit B

JUL-31-2007 13:42 FROM: JONES DAY SAN FRANC (415) 875-5700

TO: 99726301

P.5/5

CONSENT TO REMOVAL

The following defendants hereby consent to the removal of this action to the U.S. District Court

EXPERIAN

To the best of Experian's knowledge it has not yet been served with the complaint but consents to removal.

Dated: July 31, 2007

By 
Tracy Strong

Its Attorney - Jones Day, 555 California St, San Francisco, CA 94104
(415) 626-3939

EQUIFAX CREDIT INFORMATION SERVICES, INC.

Dated: _____, 2007

By _____

Its _____

TRANSUNION

Dated: _____, 2007

By _____

Its _____

Ropers Majeski Kohn & Bentley
A Professional Corporation
San Francisco

1 **CONSENT TO REMOVAL**
2

3 The following defendants hereby consent to the removal of this action to the U.S. District
Court

4 EXPERIAN

5 Dated: _____, 2007

6

7 By _____

8

9 Its _____

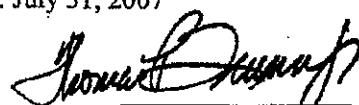
10

11

12 EQUIFAX CREDIT INFORMATION SERVICES, INC.

13 Dated: July 31, 2007

14 By:

15 
16 THOMAS P. QUINN, JR.
17 NOKES & QUINN

18 Its: Counsel

19 TRANSUNION

20 Dated: _____, 2007

21 By _____

22 Its _____

CONSENT TO REMOVAL

The following defendants hereby consent to the removal of this action to the U.S. District

Court

EXPERIAN

Dated: _____, 2007

By _____.

Its _____

EQUIFAX CREDIT INFORMATION SERVICES, INC.

Dated: _____, 2007

By _____

Its _____

TRANSUNION

Dated: Aug. 1, 2007

By Donald E. Bradley

Its Attorney